

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

CEDAR PETROCHEMICALS, INC.

Plaintiff,

- v. -

DONGBU HANNONG CHEMICAL CO., LTD.

Defendant.

06 Civ. 3972 (AJN)

**JOINT PRE-TRIAL STATEMENT**

Plaintiff Cedar Petrochemicals, Inc. ("Cedar") and Defendant Dongbu Hannong Chemical Co. Ltd. ("Dongbu"), having conferred among themselves and with the Court, submit the following as their Joint Pre-trial Statement.

**A. TRIAL COUNSEL**

KENNEDY LILLIS SCHMIDT & ENGLISH

Attorneys for Plaintiff

CEDAR PETROCHEMICALS, INC.

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DONGBU HANNONG CHEMICAL CO., LTD.

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**B. THE COURT'S JURISDICTION**

"The Court has diversity jurisdiction of this action pursuant to 28 U.S.C. § 1332."

*Cedar Petrochemicals, Inc. v. Dongbu Hannong Chemical Co., Ltd.*, 2011 WL 4494602, 1 (S.D.N.Y. 2011).

**C. PARTIES' SUMMARY OF CLAIMS AND DEFENSES TO BE TRIED**

*Cedar:* Cedar will try its breach-of-contract claim under the United Nations Convention on Contracts for the International Sale of Goods, Apr. 11, 1980, S. Treaty Doc. No. 98-9 (1983), 19 I.L.M. 671 (1980), reprinted at 15 U.S.C. App. (1998) ("CISG") and prove, by a preponderance of the evidence, that Dongbu failed to deliver Phenol as required by the Parties' contract by showing that the Phenol Dongbu delivered was injured before it was loaded aboard Cedar's nominated ocean vessel, the M/T BOW FLORA.

*Dongbu:* Dongbu will assert that Cedar is unable to meet its burden to prove, by a preponderance of the evidence, that Dongbu breached the parties' contract. In August of 2005, the parties tested certain samples of the cargo (i.e., the Phenol) that Cedar claims was damaged. The analysis of these samples demonstrates that the Phenol was damaged while on board the BOW FLORA and, thus, after the risk of loss passed to Cedar. In short, at trial Cedar will be unable to prove that the cargo at issue was damaged prior to being loaded upon Cedar's the BOW FLORA. Accordingly, Dongbu should be found to be not liable.

**D. ESTIMATED TIME FOR TRIAL & JURY REQUIREMENT**

The Parties estimate that the bench trial in this matter will require 5 days.

**E. PARTIES' STATEMENT AS TO TRIAL BEFORE MAGISTRATE JUDGE**

The parties do not agree to have this matter tried before a Magistrate Judge.

**F. PARTIES' AGREED LEGAL ISSUES TO BE DECIDED**

1. The parties' May 17, 2005 written contract ("Written Contract") contains the following statement: "Following sets forth the entire agreement of the parties." Does that statement constitute a binding merger clause that prohibits the Court from considering evidence extrinsic to the

Written Contract under the parol-evidence rule, which is otherwise inapplicable to contracts governed by the CISG?

2. Did the parties modify their Written Contract by substituting Ertisa S.A.'s ("Ertisa") quality specifications for Kumho P&B Chemical Co.'s ("Kumho") and, if so, what impact does that contract modification have on the Court's interpretation of the Written Contract's statement: "Following sets forth the entire agreement of the parties?"

3. Did Cedar prove, by a preponderance of the evidence, that the injury to the Phenol occurred before the Phenol passed the rail of the BOW FLORA? If yes, then Cedar has established Dongbu's liability. (Dongbu reserves all its rights regarding damages). If not, Cedar's claims against Dongbu are dismissed.

**G. PARTIES' UNDISPUTED MATERIAL FACTS**

1. Cedar is a corporation organized and existing under and by virtue of the laws of the State of New York having its principal place of business at 110 Wall Street, New York, NY 10005.

2. Cedar is engaged in the business of buying and selling liquid petrochemical products.

3. Dongbu is a corporation organized and existing under and by virtue of the laws of Korea having its principal place of business at 21F Dongbu Financial Center, 891-10, Daechi-Doug, Gangnam-Gu, Seoul, Korea 135523.

4. Dongbu is engaged in the business of manufacturing and selling petrochemical products.

5. The United States and the Republic of South Korea are signatories to the CISG.

6. In Korea, Cedar arranges trades via H.V. Co., Ltd. (“H.V. Co.”), its local agent.

7. Kumho – a phenol manufacturer – arranges sales via export agents, including Dongbu.

8. In May 2005, Kumho, H.V. Co., and Dongbu met at the Great Shanghai restaurant at the Koreana Hotel in Seoul.

9. At that meeting, Kumho proposed that Dongbu and Cedar be principal parties to a proposed sale of 2,000 mt of phenol.

10. Dongbu agreed that it would enter into a contract with Cedar by which Dongbu would sell 2,000 mt +/- 5% of liquid Phenol conforming to Kumho’s Standard Guaranteed Sales Specs delivered FOB Ulsan Anchorage in exchange for \$950/mt.

11. Phenol is a white, crystalline solid at room temperature and liquefies at around 41°C.

12. “Phenol gradually turns pink if it contains impurities or is exposed to heat or light.” Kirk Othmer, *Encyclopedia of Chemical Technology*, 4th Ed., Exhibit FF.

13. “The discoloration is promoted by the action of water, light, air, and catalysts, e.g. traces of iron and copper.” *Id.*

14. “When stored as a solid in the original drum or in nickel, glass-lined, or tanks lined with baked phenolic resin, phenol remains colorless for a number of weeks.” *Id.*

15. “In storage phenol may acquire a yellow, pink, or brown discoloration which makes it unusable for some purposes.” *Id.*

16. Storage and transferring temperature recommendations for Phenol range from 50°C-60°C.

17. For example, one publication states, “The recommended temperature for storing and transferring phenol is 50-55°C, colouration of the phenol can occur.” BP Chemicals, Technigram H107/1, Exhibit DD.

18. Another publication states that storage tanks “need to be fitted with a thermostatically controlled heating system capable of maintaining the product temperature at about 60°C. It is preferable for the tank to have high and low-temperature alarms; furthermore, the tank should be fitted with a gauge so that stock quantities can be safely monitored.” Chemical Tankers Article, *Phenol – in need of heat treatment*, Exhibit II.

19. On May 17, 2005, Cedar faxed to Dongbu Contract No. T250-P1-0505NYC (the “Written Contract”) for the purchase and sale of “2,000 MTS +/- 5% Seller’s Option” of “Pure Phenol as per attached Kumho’s Guaranteed Sales Specs” (the “Phenol”) for “\$950/mt” delivered “FOB Ulsan Anchorage, Korea” secured by an “Irrevocable Documentary L/C at sight.”

20. The Written Contract was drafted by Cedar.

21. Dongbu signed and stamped the Written Contract.

22. The Written Contract provided, *inter alia*, that the Phenol was to be inspected “By mutually acceptable independent surveyor whose findings as to quantity/quality as per shore tank figures at load port are final and binding on both parties.”

23. The Written Contract provided, *inter alia*, “Incoterms 2000 as amended to date to govern.”

24. The Written Contract provided, *inter alia*, that “[t]his agreement is subject to our standard terms and conditions, a copy of which is attached hereto and is incorporated by reference. In the event of a conflict between the terms of this agreement and our standard terms and conditions, the terms of this agreement shall control.”

25. The Written Contract provided, *inter alia*, “Following sets forth the entire agreement of the parties.”

26. The parties appointed SGS Korea Co., Ltd. (“SGS Korea”) and Global Surveyors & Inspectors Ltd. (“GSI”) to evaluate the quality of the Phenol in Korea.

27. On May 17, 2005, Cedar applied for a letter of credit for the Phenol’s purchase price.

28. On May 19, 2005, Cedar procured a Documentary Letter of Credit from Korea Exchange Bank (“Letter of Credit”) to cover the purchase price.

29. On May 24, 2005, Dongbu signed, stamped, and issued to Cedar Signed Commercial Invoice No. EC50550401V00.

30. Pursuant to the parties’ agreement, Dongbu issued its signed Commercial Invoice incorporated Quality Specifications which called for a color quality specification of “Max. 10.”

31. Dongbu delivered the Phenol to the Vessel specified in the Written Contract, the M/T BOW FLORA (“BOW FLORA”), at the Ulsan Anchorage on May 24, 2005.

32. After May 24, 2005, Cedar paid Dongbu the purchase price of \$1,903,260.40 in full in accordance with its contractual obligations via the Letter of Credit.

33. As the parties agreed, on or about May 21, 2005, the Phenol was loaded from the manufacturer's shoretanks onto the GREEN PIONEER, a ship chartered by the manufacturer, in the port of Yosu, South Korea. The Phenol was then shipped to Ulsan, South Korea and transferred to Cedar's vessel, the BOW FLORA, who then carried the Phenol to its final destination, Rotterdam, the Netherlands. At various points during the course of the Phenol's transport, samples of the Phenol were pulled and tested or retained.

34. On May 21, 2005, prior to the loading of the feeder vessel, the M/T NO. 3 GREEN PIONEER ("GREEN PIONEER"), independent surveyor Global Surveyors & Inspectors Ltd. ("GSI") tested one sample of the Phenol from Yosu, Korea Shoretanks FB-991 and FB-1993.

35. GSI determined that the samples were on-specification for all parameters, including color at LT [less than] 5 Hazen units/Max 10.

36. SGS Korea Co., Ltd. ("SGS Korea"), via Mr. Sehyun Jang, confirmed these findings.

37. GSI retained a composite sample of the Phenol from both Shoretanks in its Ulsan storage facility (GSI Sample GSI005946). The composite sample was stored in a solid state, in a clear, glass bottle at room temperature.

38. After GSI's determination (and SGS Korea's confirmation), 2003.432 mt of Phenol was loaded into Tanks 2 Port, 2 Starboard, 3 Port, 3 Starboard, and 4 Center aboard the GREEN PIONEER at Yosu, South Korea.

39. After the GREEN PIONEER was loaded, SGS Korea pulled and tested a composite sample of the Phenol from the five GREEN PIONEER Tanks and determined that that sample was on-specification for all parameters, including color at 3 Hazen units/Max 10.

40. SGS Korea and GSI also pulled additional composite samples from the GREEN PIONEER, but did not test them (GSI Sample GSI0002387; SGS Sample 859048). These samples were stored in a solid state, in clear, glass bottles at room temperature.

41. GSI and SGS Korea would later entrust those samples to the BOW FLORA to be retained over the course of the Phenol's on-transport to Rotterdam.

42. SGS Korea also retained a third sample at its storage facility in Ulsan (SGS Sample 534093). This sample was stored in a solid state, in a clear, glass bottle at room temperature.

43. SGS Korea's Mr. Jang's practice is to use new, clean sampling bottles when sampling petrochemical cargos.

44. SGS Korea's Mr. Jang has no specific recollection of the sampling he performed during the subject transshipment.

45. On May 21, 2005, the GREEN PIONEER sailed from Yosu for Ulsan Anchorage.

46. The GREEN PIONEER arrived at the Ulsan Anchorage on May 24, 2005.

47. On May 24, 2005, the Phenol was transferred from the GREEN PIONEER to the BOW FLORA.

48. Transfer of the Phenol from the GREEN PIONEER to the BOW FLORA was stopped after one foot of Phenol was loaded into the BOW FLORA's Tank 13 Center. The purpose



of the stoppage was to permit the surveyors to obtain samples of the Phenol now aboard Tank 13 Center of the BOW FLORA (hereinafter “first-foot” samples).

49. After the first foot of the Phenol was loaded into BOW FLORA Tank 13 Center, SGS Korea tested a sample of the Phenol and determined that sample was on-specification for all parameters, including color at 4 Hazen units/Max 10.

50. Additionally, the BOW FLORA’s Crew pulled its own first-foot sample and retained it over the course of the Phenol’s transit.

51. Additionally, SGS pulled a first-foot running sample (SGS Sample 534095). SGS retained this sample at its storage facility in Ulsan. The sample was stored in a solid state, in a clear, glass bottle at room temperature.

52. The Crew sample and first-foot running sample were entrusted to the BOW FLORA to be retained over the course of the Phenol’s transit.

53. After the first-foot samples were pulled, the balance of the Phenol was loaded into Tank 13 Center of the BOW FLORA.

54. Once Tank 13 Center of the BOW FLORA was fully loaded, SGS Korea pulled and tested a post-load running sample and determined that sample was on-specification for all parameters, including color at 4 Hazen units/Max 10.

55. The BOW FLORA’s Crew also pulled its own post-load sample and retained it over the course of the Phenol’s transit.

56. SGS Korea pulled an additional post-load running sample to be retained over the course of the Phenol’s transit (SGS Sample 859049).

57. SGS Korea pulled an additional post-load running sample (SGS Sample 534096) and retained it at its storage facility in Ulsan. The sample was stored in a solid state, in a clear, glass bottle at room temperature.

58. In sum, the test results for the samples tested in Ulsan in May 2005 at the time of transshipment are as follows:

<u>SAMPLE</u>	<u>Color (Hazen units)</u>
Yosu, Korea Shore tanks FB-991 and FB-1993 (Composite)	LT5
GREEN PIONEER After Loading (Composite)	3
BOW FLORA "First Foot" After Loading	4
<u>BOW FLORA Full Tank After Loading</u>	<u>4</u>

59. The samples carried on board the BOW FLORA were stored in the Vessel's storage locker at ambient temperature.

60. After loading was completed at Ulsan Anchorage, the BOW FLORA sailed for Cedar's intended destination port, Rotterdam, The Netherlands on May 24, 2005.

61. On July 19, 2005, the BOW FLORA arrived in Rotterdam.

62. SGS Netherlands was hired to survey the subject Phenol when it arrived in Rotterdam, the Netherlands.

63. Over July 19-22, 2005, SGS Netherlands surveyed the quality and quantity of the subject Phenol. SGS Netherlands summarized the findings of their survey(s) in SGS Inspection Report 62281.

64. SGS Netherlands' analysis showed that the Phenol in BOW FLORA Tank 13C was off-specification for color at >500 Hazen units/10 Max.

65. As such, on July 20, 2005, Cedar notified Dongbu that the Phenol arrived off-specification and that Cedar held Dongbu responsible.

66. On July 21, 2005, Dongbu acknowledged Cedar's claim but denied it was at fault and declined to witness testing in Rotterdam.

67. Thereafter, SGS Netherlands conducted tests of the samples retained on board the BOW FLORA from which the Phenol was transferred from the GREEN PIONEER to the BOW FLORA (hereinafter the "retained samples.") On July 29, 2005, SGS Netherlands tested those retained samples.

68. The test results for the retained samples shipped aboard the BOW FLORA are summarized in SGS Witnessing Report 63099 as follow:

<u>SAMPLE</u>	<u>Color (Hazen units)</u>
1. Crew BOW FLORA Full Tank After Loading (Ulsan)	35-40
2. Crew BOW FLORA 'First Foot' During Loading (Ulsan)	60-70
3. GREEN PIONEER Composite After Loading (Yosu)	40-50
4. BOW FLORA Composite After Loading (Ulsan)	60-70
5. GREEN PIONEER Comp. of Running Samples Before Discharge (Ulsan)	70-80
6. BOW FLORA Running Sample After Loading (Ulsan)	100-150
7. BOW FLORA 13 C Before Discharge (Rotterdam)	>500
8. Shore Tank 116 After Discharge (Rotterdam)	>500
9. Shore Tank 312 After Discharge (Rotterdam)	>500

69. No particulate matter was found in any of the foregoing samples.

70. Prior to the Phenol's shipment, Ertisa insured the Phenol against transit risk occurring aboard the BOW FLORA.

71. After learning that the Phenol arrived at Rotterdam off specification, Ertisa made a claim against its insurance policy.

72. After Ertisa informed its insurance broker Marsh S.A. (“Marsh”) of the Phenol’s discoloration upon arrival at Rotterdam, on or about July 21, 2005, Marsh hired Minton, Treharne & Davies Ltd. (“MTD”) to investigate the Phenol’s color degradation. MTD’s Martin East was assigned to this matter to investigate.

73. On August 4, 2005, Cedar and Dongbu agreed to jointly test the samples retained by SGS Korea and GSI in Ulsan.

74. Pursuant to the August 4, 2005 agreement, Cedar (via Mr. Cho Yong) and Dongbu (via Mr. M.K. Park) attended at the laboratory of SGS Korea in Ulsan on August 8, 2005.

75. MTD also attended the August 8, 2005 Joint Analysis.

76. At the August 8, 2005 Joint Analysis, the parties agreed (1) that all samples/tags were sound and intact before testing, (2) on the test methods to be employed in analyzing the retained samples, (3) on the results, and (4) on SGS Korea’s issuance of an Analytical Report dated 8 August 2005, which the parties executed the same day.

77. The test results for the samples retained in Ulsan follow:

<u>SAMPLE</u>	<u>Color (Hazen units)</u>
A. BOW FLORA Full Tank After Loading	10
B. BOW FLORA ‘First Foot’ During Loading	20-30
C. GREEN PIONEER Before Discharge	30-50
D. Yosun, Korea Shoretanks FB-991 and FB-1993 (Composite)	3-5

78. The Analytical Report stated the visual inspection of Sample C “founded small particles.” Sample C was the only retained sample wherein particulate matter was reported.

**H.**

**WITNESS LIST**

**Cedar's Witnesses:**

1. Cho Yong (Live)  
H.V. CO., LTD.  
Samsung Firsty Plus Building – Suite 812  
Sunae-Dong Bundang-Gu,  
Sungnam-Si Gyeonggi-do 463-825 Korea  
Tel: +82-70-7727-9991  
Fax: +82-31-717-5225

Mr. Yong will testify regarding the parties' contractual negotiations, Cedar's contractual intent, the contract's formation and modification, and custom and practice in the petrochemical trading industry.

2. Salim Harfouche (Live)  
CEDAR PETROCHEMICALS INC.  
110 Wall Street, 7th Floor  
New York, NY 10005  
Tel: (212) 288-4320  
Fax: (212) 879-1129

Mr. Harfouche will testify regarding the parties' contractual negotiations, Cedar's contractual intent, the contract's formation and modification, custom and practice in the petrochemical trading industry, the disposition of the Phenol, the Cedar-Eritsa contractual relationship, and the Cedar-Eritsa joint-venture agreement.

3. Charlene Silva (Live)  
CEDAR PETROCHEMICALS, INC.  
110 Wall Street, 7th Floor  
New York, NY 10005  
Tel: (212) 288-4320  
Fax: (212) 879-1129

Mrs. Silva will testify regarding Cedar's logistical operations with respect to Phenol's shipment, custom and practice in the petrochemical trading industry, and the disposition of the subject Phenol.

4. Fernando Irisarri González (Live)  
ERTISA S.A.  
Avenida Del Partenon, 12

Madrid, Spain 28042  
Tel: +34 959 36 92 13  
Fax: +34 959 36 93 07

Mr. González will testify regarding the Cedar-Eritsa contractual relationship, the Cedar-Eritsa joint-venture agreement, the disposition of the Phenol, custom and practice in the industry, and damages incurred as a result of Dongbu's failure to deliver sound Phenol to the BOW FLORA.

5. John Minton (Live)  
MINTON, TREHARNE & DAVIES, LTD.  
Merton House  
Croescadarn Close  
Pentwyn, Cardiff CF23 8HF  
Tel: +44 (0) 29 2054 0000  
Fax: +44 (0) 29 2054 0111

Mr. Minton will testify regarding Minton, Treharne & Davies, Ltd.'s (MTD's) investigation into the possible causes of the Phenol's contamination, MTD's conclusion that the Phenol was delivered in a damaged condition to the BOW FLORA, and custom and practice respecting the storage, handling, sampling, heating, and quality maintenance of petrochemicals transported by the petrochemical trading industry.

6. Martin East (Live)  
MINTON, TREHARNE & DAVIES, LTD.  
37-39 Lime Street  
London EC3M 7AY  
Tel: +44 (0) 20 7626 8626  
Fax: +44 (0) 20 7623 6332

Mr. East will testify regarding Minton, Treharne & Davies, Ltd.'s (MTD's) investigation into the possible causes of the Phenol's contamination, MTD's conclusion that the Phenol was delivered in a damaged condition to the BOW FLORA, and custom and practice respecting the storage, handling, sampling, heating, and quality maintenance of petrochemicals transported by the petrochemical trading industry.

7. Jan van de Giessen (Live)  
Van Ameyde Marine  
Strevelsweg 700/503, 3083 AS  
P.O. Box 5181  
3008 AD Rotterdam

Mr. Giessen will testify about his survey of the subject loss at Rotterdam.

8. Captain Stig Egeland (By Deposition)  
Master of BOW FLORA

Captain Egeland will testify about will testify about the custom and practice of carrying liquid bulk petrochemicals aboard the BOW FLORA.

9. Gry Berg-Nilsen (By Deposition)  
Chief Mate of BOW FLORA

Chief Mate Berg-Nilsen will testify about the custom and practice of carrying liquid bulk petrochemicals aboard the BOW FLORA.

**Dongbu's Witnesses:**

1. Daolin Chu (Live)  
21F Dongbu Financial Center, 891-10  
Daechi-Doug, Gangnam-Gu  
Seoul, Korea 135523  
Tel:  
Fax:

Mr. Chu will testify regarding the parties' contractual negotiations and the contract's formation. Mr. Chu will also testify regarding Dongbu's knowledge or lack thereof regarding communications of specifications between Kumho and Ertisa.

**D. EXHIBITS TO BE OFFERED AT TRIAL**

Please see attached spreadsheets.

**E. DEPOSITIONS TO BE OFFERED AT TRIAL**

The Parties agree that the following deposition transcripts may be offered at trial:

Martin East, John Minton, Stig Egeland (as designated and counter-designated), Gry Berg-Nielsen (as designated and counter-designated).

**F. STIPULATIONS AS TO ADMISSIBILITY OF EXHIBITS & DEPOSITIONS**

The parties stipulate to the admissibility of all Exhibits not objected to and the Depositions of Martin East, John Minton, Stig Egeland, and Gry Berg-Nielsen.



**G. PLAINTIFF'S CLAIMED DAMAGES**

Cedar claims damages based upon the below calculations:

	<u>Quantity</u>	<u>\$/mt</u>	
Phenol's Sound Market Value: <sup>1</sup>	2003.432	\$1,413.67	\$2,832,192
Phenol's Damage Market Value: <sup>2</sup>	2003.432	\$ 680.00	<u>\$1,362,334</u>
Diminution in Value Subtotal:			\$1,469,858
Ertisa's Extra Expenses: <sup>3</sup>			\$ 103,915 (€86,077) (\$1 to €1.207230)
Ertisa's Lost Profits: <sup>4</sup>			\$ 526,292
Ertisa's Loss of Goodwill: <sup>5</sup>			\$ 300,000
Cedar's Loss of Goodwill: <sup>6</sup>			<u>\$ 800,000</u>
SUBTOTAL:			\$3,200,065
9% N.Y. Interest for 8.5 years:			\$2,448,050
TOTAL:			\$5,648,115

Dongbu reserves all rights to challenge the above alleged damages at trial.

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<sup>1</sup> July 2005 Phenol Spot Prices (Free Delivery Northwest Europe) (Plaintiff's Exhibit 83).

<sup>2</sup> Ertisa's Invoice from Cedar's Buy Back (Plaintiff's Exhibit 72).

<sup>3</sup> Ertisa Invoices for Extra Expense attributable to the Phenol's off-specification condition (Plaintiff's Exhibit 77).

<sup>4</sup> Average of lost profit range. See Declaration of Ertisa's Fernando Irisarri González ¶ 23.

<sup>5</sup> Estimate; to be determined at trial.

<sup>6</sup> Gap between amount Cedar owes to Ertisa and the amount Cedar has spent on litigation.

## Cedar Exhibit List

Exhibit	Dated	Declarant	Document	Pages	Admissibility	Objection(s)
1	Feb-08	Dongbu	Declaration of Daolin Chu	5		**
2	6-Apr-05	Kumho	Email from Kumho's kks@kpb.co.kr to Cho Yong	1		FRE 901
3	N/A	Kumho	Kumho's Standard Guaranteed Sales Specifications as attached to Pl. Ex. 2	1		FRE 901
4	17-May-05	Cedar	Email between Cho Yong and Charlene Silva	5		FRE 901
5	17-May-05	Cedar	Fax Cover Sheet and Cedar-Dongbu Contract executed by Cedar	3		**
6	17-May-05	Cedar/ Dongbu	Cedar Letter of Credit Application	4		**
7	18-May-05	Cedar/ Dongbu	Email between Dongbu's M. K. Park and Cho Yong	2		**
8	17-May-05	Cedar/ Dongbu	Cedar-Dongbu Contract executed by Cedar and countersigned by Dongbu	3		**
9	18-May-05	Cedar/ Dongbu	Email between Cho Yong and Dongbu's M. K. Park	2		**
10	12-Apr-05	Cedar/Erntisa	Cedar/Erntisa Contract	3		FRE 401

## Cedar Exhibit List

Exhibit	Dated	Declarant	Document	Pages	Admissibility	Objection(s)
11	17-May-05	Cedar	Email from Charlene Silva to Cho Yong	2		**
12	2-Dec-02	Ertisa	Ertisa Phenol Product Specifications	1		**
13	18-May-05	Cedar	Email from Cho Yong to Kumho's kks@kpb.co.kr	1		**
14	18-May-05	Cedar	Email from Cho Yong to Charlene Silva	1		**
15	N/A	Cedar/ Dongbu	Cedar-Dongbu Modified Phenol Specifications as attached to Pl. Ex. 14	1		**
16	19-May-05	Cedar	Email from Cho Yong to Kumho and Dongbu	2		**
17	18-May-05	ING Belgium	Cable Copy Confirming opening of Documentary Letter of Credit	5		FRE 901
18	19-May-05	Korea Exchange Bank	Documentary Letter of Credit Advice No. A-0662-505-05517	6		**
19	24-May-05	Dongbu	Dongbu Signed Commercial Invoice EC50550401V00	1		**
20	24-May-05	Cedar	Cedar Commercial Invoice 649 issued to Ertisa S.A.	1		FRE 401

## Cedar Exhibit List

Exhibit	Dated	Declarant	Document	Pages	Admissibility	Objection(s)
21	19-May-05	Cedar	Email from Cho Yong to Kumho and Dongbu	1		**
22	18-May-05	Cedar	Loading/Survey Instructions to SGS	4		**
23	22-Jul-05	Cedar	Cedar's Phenol Heating Instructions to the BOW FLORA	3		FRE 901
24	20-May-05	Yosu Marine Shipping Co.	Statement of Fact, Yeosu, Korea	1		**
25	20-May-05	Global	Certificate of Cleanliness	1		**
26	20-May-05	Global	Ullage Report	1		**
27	20-May-05	Global	Sample Report	1		**
28	20-May-05	Global	Certificate of Quantity	1		**
29	24-May-05	Odjfell	Statement of Facts Time Sheet	1		**
30	24-May-05	Global	Time sheet	1		**

## Cedar Exhibit List

Exhibit	Dated	Declarant	Document	Pages	Admissibility	Objections(s)
31	24-May-05	Global	Ullage Report - GREEN PIONEER	1		**
32	24-May-05	Global	Certificate of Vessel's Cleanliness - BOW FLORA	1		**
33	24-May-05	Global	Ullage Report - BOW FLORA	1		**
34	24-May-05	Global	Certificate of Quantity/Weight	1		**
35	24-May-05	Global	Sample Report	1		**
36	24-May-05	Global	Certificate of Analysis	1		**
37	24-May-05	SGS	Time Report	2		**
38	24-May-05	SGS	Certificate of Quality	1		**
39	24-May-05	SGS	Certificate of Analysis	1		**
40	24-May-05	SGS	Analysis Report	1		**

## Cedar Exhibit List

Exhibit	Dated	Declarant	Document	Pages	Admissibility	Objection(s)
41	24-May-05	SGS	Certificate of Vessel's Cleanliness	1		**
42	24-May-05	SGS	Ullage Report	2		**
43	24-May-05	SGS	First Foot Certificate of Analysis	1		**
44	24-May-05	SGS	Certificate of Quality/Weight	1		**
45	24-May-05	SGS	Vessel Tank Certificate of Analysis	1		**
46	24-May-05	SGS	Sample Report	1		**
47	20-Jul-05	SGS	Analytical Report	1		**
48	22-Jul-05	Odfjell	Statement of Facts Time Sheet	2		**
49	25-Jul-05	SGS	SGS Report to Ertisa	2		**
50	26-Jul-05	SGS	SGS Report to Ertisa	1		**

## Cedar Exhibit List

Exhibit	Dated	Declarant	Document	Pages	Admissibility	Objection(s)
51	28-Jul-05	SGS	Analytical Report	1		**
52	28-Jul-05	SGS	Analytical Report	1		**
53	28-Jul-05	SGS	Analytical Report	1		**
54	28-Jul-05	SGS	Analytical Report	1		**
55	29-Jul-05	SGS	Witnessing Report	5		**
56	29-Aug-05	SGS	Inspection Report	15		**
57	20-Jul-05	Cedar	Fax from Salim Harfouche/Charlene Silva to Cho Yong	1		**
58	21-Jul-05	Cedar	Email from Cho Yong to Dongbu and Kumho	3		**
59	21-Jul-05	Dongbu	Letter from Dongbu to Cedar	1		**
60	1-Aug-05	Dongbu	Letter from Dongbu to Cedar	1		**

# Cedar Exhibit List

Exhibit	Dated	Declarant	Document	Pages	Admissibility	Objection(s)
61	3-Aug-05	Dongbu	Letter from Dongbu to Cedar	1		**
62	4-Aug-05	Cedar	Email from Cho Yong to Dongbu and Kumho	2		**
63	4-Aug-05	Cedar	Email from Cho Yong to Dongbu and Kumho	2		**
64	8-Aug-05	SGS	Analytical Report	2		**
65	9-Aug-05	Minton, Treharne & Davies	MTD Report and Attachments (Peter Duguid)	25		**
66	17-Aug-05	Minton, Treharne & Davies	MTD Report and Attachments (Martin East)	25+		**
67	28-Jun-06	Minton, Treharne & Davies	MTD Report and Attachments (Martin East)	8		**
68	23-Jun-09	Martin Minton, Treharne & Davies	MTD Report and Attachments (Martin East)	25+		**
69	2-Feb-10	Minton, Treharne & Davies	MTD Report and Attachments (John Minton)	25+		**
70	3-Jun-10	Minton, Treharne & Davies	MTD Report and Attachments (John Minton)	25+		**



# Cedar Exhibit List

Exhibit	Dated	Declarant	Document	Pages	Admissibility	Objection(s)
71	20-Jul-05	Ertisa	Letter from Ertisa's Armador Lopez to Cedar's Salim Harfouche	1		FRE 901, FRE 401, FRE 801
72	27-Aug-05	Ertisa	Commercial Invoice	1		FRE 901, FRE 401, FRE 801
73	12-Aug-05	Cedar/ Adani Exports	Cedar/Adani Exports Contract	2		FRE 901, FRE 401, FRE 801
74	28-Aug-05	Cedar	Cedar Invoice to Adani Exports	1		FRE 901, FRE 401, FRE 801
75	9-Oct-05	Ertisa	Letter from Ertisa's Armador Lopez to Cedar's Salim Harfouche	1		FRE 901, FRE 401, FRE 801
76	Jan-06	Ertisa	Expediente del "BOW FLORA" (Record of BOW FLORA)	25+		FRE 901, FRE 401, FRE 801.
77	20-Feb-06	Ertisa	Letter from Ertisa's Armador Lopez to Cedar's Salim Harfouche	1		FRE 901, FRE 401, FRE 801
78	27-Mar-06	Ertisa	Letter from Ertisa's Armador Lopez to Cedar's Salim Harfouche	1		FRE 901, FRE 401, FRE 801
79	26-Apr-07	Cedar/Ertisa	Agreement - Ertisa/Cedar	4		FRE 901, FRE 401, FRE 801
80	8-July-13	Minton, Trehanne & Davies	Compilation of MTD / Phenol Colour Tests	1		FRE 901, FRE 401, FRE 602, FRE 801

# Cedar Exhibit List

Exhibit	Dated	Declarant	Document	Pages	Admissibility	Objection(s)
81	May 25, 2005 to July 20, 2005	Egeland/ Berg-Nilsen/Van De Giessen	Heating Log, Egeland 8A and 8B	2		FRE 901, FRE 401, FRE 801, FRE 1002
82	Sept. 2005 to March 2006	Cedar	Cedar's Extra Expenses for Delivery of Damaged Phenol to India	7		FRE 901, FRE 801
83	July 1 to July 31, 2005	ICIS	ICIS Pricing, Phenol NWE July 2005	1		FRE 901, FRE 801
84	12-Apr-05	Silva	Clarkson's Charter Party for BOW FLORA dated April 12, 2005 (Egeland 11)	18		FRE 901, FRE 801

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

CEDAR PETROCHEMICALS, INC.

Plaintiff,

v.

DONGBU HANNONG CHEMICAL CO., LTD.

Defendant.

06 Civ. 3972 (AJN)

**DEFENDANT  
DONGBU HANNONG  
CHEMICAL CO., LTD.'S  
EXHIBIT LIST**

Defendant Dongbu Hannong Chemical Co., Ltd. ("Defendant" or "Dongbu") hereby submits, through its undersigned attorneys, its list of exhibits to be used at trial in the above-captioned action, in accordance with paragraph 6(d) of this Court's Pre-Trial Scheduling Order, dated February 2, 2007.

<b>Exhibit Letter</b>	<b>Description</b>	<b>Objection(s), if any</b>	<b>Status</b>
A	Cedar-Dongbu Contract No. T250-PI-0505NYC, dated May 17, 2005	**	
B	Letter of Credit issued by Korea Exchange Bank, dated May 19, 2005	**	
C	Commercial invoice from Dongbu to Cedar, dated May 24, 2005	**	
D	Sample Report of Global Surveyors and Inspectors Ltd., dated May 24, 2005	**	
E	Report of SGS Korea Co., Ltd.	**	
F	Report of John Minton of Minton, Treharne & Davies Limited ("Minton Report"), dated February 2, 2010	**	

<b>Exhibit Letter</b>	<b>Description</b>	<b>Objection(s), if any</b>	<b>Status</b>
G	Letter from Kennedy Lillis Schmidt & English and Suh to, among others, Heung-A-Shipping Co. Ltd., dated March 27, 2006	**	
H	Copy of handwritten notes of John Minton, dated March 23, 2007	**	
I	Email from John T. Lillis of Kennedy Lillis Schmidt & English to John Minton, dated May 11, 2006	**	
J	Email chain between Thomas Grasso of Kennedy Lillis Schmidt & English and Suh & Co. between May 8, 2006 and May 10, 2006	**	
K	Email chain between and among Suh & Co., Thomas Grasso and Martin East dated June 20, 2006 and June 21, 2006	**	
L	Printout of the online biography of John Minton from the Minton, Treharne & Davies, Ltd. website as marked as deposition Exhibit 8 during the Minton Deposition	**	
M	Letter with attachments from Robert Sparrow of Marsh, Ltd. to Martin East, dated March 1, 2006	**	
N	Email from Martin East to Robert Sparrow of Marsh, Ltd., dated August 1, 2005	**	
O	Email from Martin East to Robert Sparrow of Marsh, Ltd., dated July 27, 2005	**	

<b>Exhibit Letter</b>	<b>Description</b>	<b>Objection(s), if any</b>	<b>Status</b>
P	Joint Analysis Report prepared by Peter Duguid of Minton, Treharne & Davies, Ltd., dated August 9, 2005	**	
Q	Email from Teresa Ruiz dela Parte of Marsh, Ltd. to Martin East, dated August 11, 2005	**	
R	Email chain between Martin East and Teresa Ruiz dela Parte of Marsh, Ltd., dated August 12, 2005	**	
S	Email chain between Robert Sparrow of Marsh, Ltd. and Teresa Ruiz dela Parte of Marsh, Ltd., dated August 17, 2005	**	
T	Email chain between Jose Vigil-Escalera of Marsh, Ltd. to Martin East, dated August 23, 2005	**	
U	Email chain between Dave Tripp of Vopak Terminal Teesside Ltd. and Martin East, dated March 24, 2009	**	
V	Report of Martin East of Minton, Treharne & Davies Limited ("East Report"), dated June 23, 2009	**	
W	Printout of selected pages from the Minton, Treharne & Davies, Ltd. website as marked as deposition Exhibit 2 during the East Deposition	**	
X	Email Report from Martin East to Marsh, Ltd. dated August 17, 2005	**	

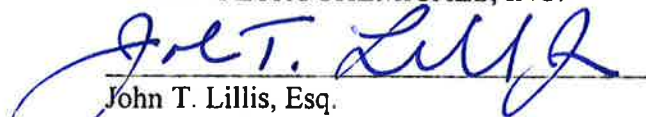
<b>Exhibit Letter</b>	<b>Description</b>	<b>Objection(s), if any</b>	<b>Status</b>
Y	Letter from Minton, Treharne & Davies Limited to Thomas Grasso, dated June 28, 2006	**	
Z	Phenol Product Information Bulletin, Shell Chemicals	**	
AA	United States Department of Labor, Occupational Safety and Health Guideline for Phenol	**	
BB	Selected pages of the May 24, 2005 sample report of SGS Korea Co., Ltd., marked as Exhibit 7 to the East Deposition	**	
CC	Sample Report of Global Surveyors and Inspectors Ltd., dated May 24, 2005	**	
DD	BP Chemicals Excerpt regarding Phenol	**	
EE	Dow Chemicals Product Safety Assessment for Phenol	**	
FF	Excerpt regarding Phenol from Kirk Othmer Encyclopedia of Chemical Technology	**	
GG	Agency for Toxic Substances and Disease Registry Article Concerning Phenol	**	
HH	Article Concerning Phenol, dated January 1991	**	
II	Hazardous Cargo Bulletin, dated July 1994 regarding Phenol	**	
JJ	Article concerning Phenol	**	

<b>Exhibit Letter</b>	<b>Description</b>	<b>Objection(s), if any</b>	<b>Status</b>
KK	International Labour Organization, International Occupational Safety and Health Information Centre Article concerning Phenol	**	
LL	East Witness Binder	**	
MM	Photographs taken by Peter Duguid of Minton, Treharne & Davies, Ltd. of the retained samples stored in Korea	**	
NN	Supplemental Report of John Minton, dated June 3, 2010	**	

Dated: July 8, 2013

DATED: July 8, 2013  
New York, New York

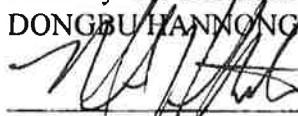
KENNEDY LILLIS SCHMIDT & ENGLISH  
Attorneys for Plaintiff  
CEDAR PETROCHEMICALS, INC.

A handwritten signature in blue ink, appearing to read "John T. Lillis", is written over a horizontal line.

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DATED: July 8, 2013  
New York, New York

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Attorneys for Defendant  
DONGBU HANNONG CHEMICAL CO., LTD.

A handwritten signature in black ink, appearing to read "Robert A. Weiner", is written over a horizontal line.

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Telephone No.: 212-547-5400  
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